



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Contract and to Execute Contract Extensions with West Coast Arborist, of Anaheim, for Tree Maintenance for Fiscal Year 2012/13 (\$72,900)

MEETING DATE: June 20, 2012

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute contract and to execute contract extensions with West Coast Arborist, of Anaheim, for tree maintenance for Fiscal Year 2012/13, in the amount of \$72,900.

BACKGROUND INFORMATION: This project provides for the structural pruning, maintenance trimming, emergency calls, and removal of City trees at various locations throughout the City for Fiscal Year 2012/13. The project includes the removal of 40 Modesto Ash trees and tree spraying. An objective of this contract is to improve the health of our urban forest and reduce liability exposure associated with falling limbs.

In addition to the aforementioned work, the contract will secure pricing for other miscellaneous tree work, including maintenance pruning (structural and clearance) and crown reductions, tree planting, tree removals, stump grinding, tree pest control, and emergency call outs. Recently, much of the annual tree trimming budget was spent on tree pruning, tree removals, and emergency responses due to storm-related damage. The contract provides for individual tree pruning, which is more effective than grid pruning, as practiced in the past. The contract will be for one year with two one-year extensions, if mutually agreeable. Staff recommends that the City Manager be authorized to negotiate and execute the contract extensions.

Specifications for this project were approved on April 18, 2012. The City received the following three bids for this project on May 23, 2012. The project estimate for the work included in the bid was \$135,000.

| Bidder | Location | Bid |
|----------------------|-----------------|----------------|
| West Coast Arborist | Anaheim, CA | \$72,900.00 |
| Berndt Tree Services | Lodi, CA | \$111,500.00 |
| A-Plus Tree Service | Vallejo, CA | \$131,412.50 * |

* Please note, the bid from A-Plus Tree Service contained a mathematical error; the amount recorded at the bid opening was \$133,407.50.

Plans and specifications approved for the project included the removal of 39 Raywood Ash trees from Lower Sacramento Road. The replacement planting is just beginning and, therefore, removal of these

APPROVED:


Konradt Bartlam, City Manager

39 trees will be delayed for at least one year after the replacement planting has been completed. The project estimate for this work is \$20,000.

Plans and specifications approved for the project included mistletoe pruning along Church Street between Lodi Avenue and Kettleman Lane. This work was removed from the project in order to clarify the requirements of the work. Because the best time for mistletoe pruning is when the trees have few leaves, this work will be separately bid and scheduled for late fall. The project estimate for this work is \$45,000.

FISCAL IMPACT: Regular tree maintenance improves the health of the City's urban forest and reduces exposure to liability.

FUNDING AVAILABLE: Streets and Drainage (3215036).



Jordan Ayers
Deputy City Manager/Internal Services Director



F. Wally Sandelin
Public Works Director

Prepared by Kathryn E. Garcia, Compliance Engineer

FWS/KMG/pmf

cc: Deputy Public Works Director - Utilities
Compliance Engineer

THIS CONTRACT, made by and between the CITY OF LODI, State of California, herein referred to as "**City**" and **WEST COAST ARBORIST** herein called "**Contractor.**"

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete contract consists of the following documents, which are filed in the Public Works Department, which are incorporated herein by this reference, to-wit:

Notice Inviting Bids
Information to Bidders
General Provisions
Special Provisions
Bid Proposal
Contract
Contract Bond

The July 1992 Edition Standard
Specifications, State of California
Business and Transportation Agency,
Department of Transportation

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I That for and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the City and under the condition expressed in the bond bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to perform and complete in a good workmanlike and substantial manner and to the satisfaction of the City as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5-100, of the General Stipulations, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV And the Contractor agrees to receive and accept the following prices as full compensation for furnishing the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until it's acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary to complete any or all of the bid items such as structural pruning, crown raising and/or crown reduction, mistletoe removal, cleaning and light thinning, and palm tree pruning as specified in the bid summary. All work shall be completed in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards. Special projects that are difficult to access require the need for specialty equipment (i.e., crane), service request pruning, or pruning to reduce and/or pruning to restore would fall under Crew Rental.

TREE MAINTENANCE 2012-2013
BID SUMMARY

BID ITEM 1. FULL PRUNE BASED ON SERVICE OR SPECIAL REQUESTS

Trees requiring service to rectify a specific problem, such as blocked street lighting or signs, right-of-way clearance for utility lines, or broken limbs, will be performed as a "Service Request."

| 3 | | | | |
|-----------------------------|-------------|------------------|-----------------|--------------------|
| DESCRIPTION | UNIT | UNIT COST | EST. QTY | TOTAL COST |
| Up to 6" DBH | PerTree | \$ 35.00 | 5 | \$ 175.00 |
| 6" - 12" DBH | Per Tree | \$ 75.00 | 5 | \$ 375.00 |
| 13 - 18" DBH | PerTree | \$ 200.00 | 5 | \$ 1,000.00 |
| 19" - 24" DBH | Per Tree | \$ 150.00 | 5 | \$ 750.00 |
| 25" - 30" DBH | PerTree | \$ 250.00 | 5 | \$ 1,250.00 |
| 31" DBH & Over | Per Tree | \$ 350.00 | 5 | \$ 1,750.00 |
| Sub-total Bid Item 1 | | | | \$ 5,300.00 |

BID ITEM 2. CLEARANCE PRUNE

Trees will be raised to a standard height established by the City for the purpose of creating adequate room for utility vehicles, paving equipment, pedestrian traffic, clearance for buildings and signs in accordance with standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards under "Pruning to Raise." Clearance prunes are performed on a street-by-street basis.

| BID ITEM 2. CLEARANCE PRUNE | | | | |
|------------------------------------|-------------|------------------|-----------------|--------------------|
| DESCRIPTION | UNIT | UNIT COST | EST. QTY | TOTAL COST |
| Small, Medium & Large trees | Per tree | \$ 39.00 | 100 | \$ 3,900.00 |
| Sub-total Bid Item 2 | | | | \$ 3,900.00 |

**TREE MAINTENANCE 2012-2013
CONTRACT**

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BID ITEM 3. PALM TREE TRIMMING

Standard trimming of Palms shall consist of the removal of all dead and live fronds as well as fruit. The remaining healthy fronds will be situated at an upward thirty degree (30°) angle in relation to a horizontal plane at the head of the palm tree. Work shall be in accordance with standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards

| BID ITEM 3. PALM TREE TRIMMING | | | | |
|---------------------------------------|-------------|------------------|-----------------|--------------------|
| DESCRIPTION | UNIT | UNIT COST | EST. QTY | TOTAL COST |
| Trim Date Palm trees | Per tree | \$ 59.00 | 50 | \$ 2,950.00 |
| Trim Fan Palm trees | Per tree | \$ 59.00 | 50 | \$ 2,950.00 |
| Sub-total Bid Item 3 | | | | \$ 5,900.00 |

BID ITEM 4. TREE & STUMP REMOVAL

City prepares list of trees to be removed, marks trees, notifies homeowners and submits lists to Contractor. Contractor calls U.S.A. and prepares internal work order. Crew removes tree and hauls all debris. Crew grinds stumps to a depth of 18 inches. All holes will be backfilled with clean top soil; as well as having all debris cleaned up and hauled away.

| BID ITEM 4. TREE & STUMP REMOVAL | | | | |
|--|-------------|------------------|-----------------|---------------------|
| DESCRIPTION | UNIT | UNIT COST | EST. QTY | TOTAL COST |
| Tree Removal and Stump Grinding up to 6" DBH | Per Tree | \$ 100.00 | 5 | \$ 500.00 |
| Tree Removal and Stump Grinding 6" - 12" DBH | PerTree | \$ 500.00 | 5 | \$ 2,500.00 |
| Tree Removal and Stump Grinding 13" - 18" DBH | Per Tree | \$ 500.00 | 5 | \$ 2,500.00 |
| Tree Removal and Stump Grinding 19" - 24" DBH | Per Tree | \$ 500.00 | 15 | \$ 7,500.00 |
| Tree Removal and Stump Grinding 25" - 30" DBH | Per Tree | \$ 500.00 | 30 | \$ 15,000.00 |
| Tree Removal and Stump Grinding 31" DBH & Over | Per Tree | \$ 500.00 | 10 | \$ 5,000.00 |
| Stump Grinding up to 6" DBH | PerTree | \$ 50.00 | 5 | \$ 250.00 |
| Stump Grinding 6" - 12" DBH | PerTree | \$ 200.00 | 5 | \$ 1,000.00 |
| Stump Grinding 13 - 18" DBH | PerTree | \$ 200.00 | 5 | \$ 1,000.00 |
| Stump Grinding 19" - 24" DBH | PerTree | \$ 300.00 | 5 | \$ 1,500.00 |
| Stump Grinding 25" - 30" DBH | PerTree | \$ 300.00 | 5 | \$ 1,500.00 |
| Stump Grinding 31" DBH & Over | Per Tree | \$ 300.00 | 5 | \$ 1,500.00 |
| Sub-total Bid Item 4 | | | | \$ 39,750.00 |

BID ITEM 5. CREW RENTAL

The standard crew is three (3) men, one chipper truck, one chipper, one aerial tower, and all necessary hand tools. The crew and equipment can be modified to complete any type of miscellaneous tasks including special projects that may consist of extraordinary work such as hanging flags, changing light bulbs, or pruning specific trees requiring immediate attention prior to their scheduled prune.

| BID ITEM 5. CREW RENTAL | | | | |
|--------------------------------|-------------|------------------|-----------------|--------------------|
| DESCRIPTION | UNIT | UNIT COST | EST. QTY | TOTAL COST |
| Crew Rental | Per hour | \$ 150.00 | 50 | \$ 7,500.00 |
| Sub-total Bid Item 5 | | | | \$ 7,500.00 |

BID ITEM 6. EMERGENCY RESPONSE

Contractor shall respond to emergency calls on a 24-hour basis. Emergency work will begin on-site within two (2) hours from the time of notification from the City. The crew will do what is necessary to render the hazardous tree or tree-related condition safe.

| BID ITEM 6. EMERGENCY RESPONSE | | | | |
|---------------------------------------|-------------|------------------|-----------------|--------------------|
| DESCRIPTION | UNIT | UNIT COST | EST. QTY | TOTAL COST |
| Emergency Response | Per hour | \$ 180.00 | 50 | \$ 9,000.00 |
| Sub-total Bid Item 6 | | | | \$ 9,000.00 |

BID ITEM 7. TREE PEST CONTROL

Contractor shall provide, as requested, pest control services for the control of aphids and elm leaf beetle. Insects shall be controlled by the use of approved insecticides under direction of a State of California licensed Pesticide Applicator.

| BID ITEM 7. TREE PEST CONTROL | | | | |
|--------------------------------------|-------------|------------------|-----------------|--------------------|
| DESCRIPTION | UNIT | UNIT COST | EST. QTY | TOTAL COST |
| Up to 30" DBH | Per Tree | \$ 45.00 | 20 | \$ 900.00 |
| 31" DBH & Over | Per Tree | \$ 65.00 | 10 | \$ 650.00 |
| Sub-total Bid Item 7 | | | | \$ 1,550.00 |

~~BID ITEM 8. CHURCH STREET TREE MAINTENANCE (MISTLETOE ERADICATION)~~

~~Contractor shall remove up to 25 dead/dying trees due to mistletoe damage including tree stump, roots, and removal of all debris. Contractor will grind stumps to a minimum depth of 18 inches. All wood chips shall be removed from grind site and holes will be backfilled with clean top soil. All organic material shall be recycled and proof of recycling must be provided with invoice. Contractor shall perform full prune on all trees to ensure the eradication of mistletoe from all trees on Church Street, between Lodi Avenue and Kettleman Lane. All trees not infested with mistletoe on Church Street, between Lodi Avenue and Kettleman Lane shall be maintenance pruned.~~

**TREE MAINTENANCE 2012-2013
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| BID ITEM 8. CHURCH STREET TREE MAINTENANCE (MISTLETOE ERADICATION) | | | | |
|---|-------------|------------------|-----------------|-------------------|
| DESCRIPTION | UNIT | UNIT COST | EST. QTY | TOTAL COST |
| Removal of up to 25 Dead/Dying Trees | Lump-Sum | \$- | 1 | \$- |
| Tree Pruning/ Eradication of Mistletoe (All trees affected) | Lump-Sum | \$- | 1 | \$- |
| Maintenance Tree Pruning All Trees (All trees not affected) | Lump-Sum | \$- | 1 | \$- |
| Sub-total Bid Item 8 | | | | \$- |

BID ITEM 9. ARBORIST SERVICES*

| BID ITEM 9. ARBORIST SERVICES* | | |
|---------------------------------------|-------------|------------------|
| DESCRIPTION | UNIT | UNIT COST |
| Arborist Services | Per hour | \$ 95.00 |

* Not included in Bid Tabulation, but must be completed to be considered a responsive bid.

TOTAL BID ITEM SUMMARY

| BID ITEM | TOTAL BID ITEM |
|--|-----------------------|
| TOTAL OF BID ITEM 1. FULL PRUNE BASED ON SERVICE OR SPECIAL REQUESTS | \$ 5,300.00 |
| TOTAL OF BID ITEM 2. CLEARANCE PRUNE | \$ 3,900.00 |
| TOTAL OF BID ITEM 3. PALM TREE TRIMMING | \$ 5,900.00 |
| TOTAL OF BID ITEM 4. TREE & STUMP REMOVAL | \$ 39,750.00 |
| TOTAL OF BID ITEM 5. CREW RENTAL | \$ 7,500.00 |
| TOTAL OF BID ITEM 6. EMERGENCY RESPONSE | \$ 9,000.00 |
| TOTAL OF BID ITEM 7. TREE PEST CONTROL | \$ 1,550.00 |
| TOTAL OF BID ITEM 8. CHURCH STREET TREE MAINTENANCE- (MISTLETOE ERADICATION) | \$ |
| TOTAL BID (Bid Items 1 through 8) | \$ 72,900.00 |
| BID ITEM 9. ARBORIST SERVICES* (Per hour) | \$ 95.00 |

* Not included in Bid Tabulation, but must be completed to be considered a responsive bid.

References must be submitted with bid proposal as described in Section 2.1400

ARTICLE V By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within the allotted number of working days.

**TREE MAINTENANCE 2012-2013
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WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date first written below.

CONTRACTOR

Dated:_____

Authorized Signature

Title

TYPE OF ORGANIZATION
Individual, Partnership or Corporation

(Affix corporate seal if Corporation)

Address

Telephone

CITY OF LODI
a Municipal corporation

Konradt Bartlam
City Manager

Attest:

Randi Johl, City Clerk

Approved as to Form:

D. Stephen Schwabauer
City Attorney



RESOLUTION NO. 2012-101

A RESOLUTION OF THE LODI CITY COUNCIL
AWARDING CONTRACT AND AUTHORIZING THE
CITY MANAGER TO EXECUTE CONTRACT FOR TREE
MAINTENANCE FOR FISCAL YEAR 2012/13

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WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on May 23, 2012, at 11:00 a.m., for tree maintenance for fiscal year 2012/13, described in the specifications therefore approved by the City Council on April 18, 2012; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

| Bidder | Bid |
|----------------------|---------------|
| West Coast Arborist | \$72,900.00 |
| Berndt Tree Services | \$111,500.00 |
| A-Plus Tree Service | \$131,412.50* |
| *Corrected total | |

WHEREAS, staff recommends awarding the contract for tree maintenance for fiscal year 2012/13 to the low bidder, West Coast Arborist, of Anaheim, California, in the amount of \$72,900; and

WHEREAS, the contract provides for two one-year extensions, if mutually agreeable.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for tree maintenance for fiscal year 2012/13 to the low bidder, West Coast Arborist, of Anaheim, California, in the amount of \$72,900; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the contract; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to negotiate and execute up to two one-year extensions.

Dated: June 20, 2012

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I hereby certify that Resolution No. 2012-101 was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 20, 2012, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Katzakian, and Mayor Mounce

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Nakanishi

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk